

**REQUEST FOR RESPONSE:** The Department of Agricultural Resources (DAR) seeks responses from organizations implementing from regional “Buy Local” Campaigns to enhance the buy local effort in western, central, northeastern, and southeastern Massachusetts (the Project).

**Contact: Mary Jordan, Director of Agricultural Development  
RFR#AGR-AGDEV-07**

**Contract Type: Maximum Obligation of \$50,000 per organization, \$200,000 total budget**

**MA Department of Agricultural Resources  
251 Causeway Street  
Boston, MA 02114-2151  
Phone: (617) 626-1750  
Fax: (617) 626-1850**

**Procurement Calendar:**

**Release RFR on Comm-Pass: Thursday, August 17, 2006**

**Bidder Responses Due: Friday, September 8, 2006**

**Anticipated Award Date: Friday, September 15, 2006**

**(1) Description of Purpose of Procurement:** The Department of Agricultural Resources (“Agricultural Resources” or the “Department”) seeks one or more organizations (the “Responder”) to enhance the buy local effort in western, central, northeastern and southeastern Massachusetts. The Responder will submit a response to Agricultural Resources on how it would accomplish the Department’s goals. These goals are: 1) To increase the cash receipts for farmers from local sales of agricultural products or other locally produced products from primarily local ingredients grown or made in the Responder’s respective region of the State; 2) To increase recognition of Massachusetts agriculture in the specific regions of western, central, northeastern and southeastern Massachusetts; 3) To attract regional partners among traditional and non-traditional groups to support and promote agriculture in the region including leveraging other dollars; and 4) To help to build local capacity to do similar activities independently in the future.

The Responders will be expected to bring other partners and resources to the Project and to identify a representative Advisory Committee (comprised of a variety of area stakeholders) that will oversee this Project. A Response that includes commitments from other partners for time and money to be applied to this project will be viewed as more competitive. Responders are required to execute an evaluation of the campaign’s effectiveness on participants (that may include: farmers, producers, restaurants and retailers) and report to the Department the results by June 30, 2007. The budget proposal needs to include funds to be expended on the evaluation. The Department will supply a uniform evaluation format to be incorporated with each region’s final evaluation tool.

A sub-contractor with appropriate expertise can be engaged to assist the responder with the implementation of the campaign as well as to help advise them (and the Advisory Committee) as to how to best integrate their regional promotional efforts with those of the Department. It is strongly recommended that an advertising campaign begin by fall 2006 and be completed by Summer 2007. All advertising that occurs after June 30, 2007 must have been purchased and reported to the Department.

The responder must be prepared to identify one person who will be responsible for the outcomes and will operate as project manager. That individual must demonstrate the skills and experience necessary to do the job. Resumes of the proposed project manager and other people working on the Project must be included with the response. The Department reserves the right to award conditionally, or not at all,

should there be a concern about the ability of the project manager to do the job. A staff member of the Division of Agricultural Development – Marketing Program at the Department of Agricultural Resources will be assigned to each contractor for the term of the Contract.

Once the contract has been awarded, future sub-contractors and hiring will require approval by DAR (over and above its role on the Advisory Committee) to ensure that the selections are suitable and the budget is acceptable. The Department will have sole discretion to approve or disapprove such post-contract sub-contractors and hiring. In its proposal, the organization must define benchmarks and outcome measures that will meet the aforementioned goals. All proposals must include a budget (see required attached budget table) and timeline.

**(2) Acquisition Method:** Fee for Service

**(3) Number of Vendors Required:** Multiple or Single Contractor/s – dependent on number of responses accepted.

**(4) Single or Multiple Department Users:** Single. Only the Department of Agricultural Resources may contract under RFR#AGR-AGDEV-07.

**(5) Anticipated Contract Duration Including Renewal Options:** The contract will run from September 2006 through June 30, 2007. The contractor must expend all money by June 30, 2007. Should additional funds be appropriated by the legislature, this contract may be extended at the discretion of the Department. The Department can exercise two options to renew, not to exceed twelve months each, for up to two additional years.

**(6) Anticipated Expenditures, Funding or Compensation:** The Department is seeking competitive bids for the described services. Total anticipated funding for this program is a maximum obligation of \$50,000 per contractor that includes the cost of all services and the purchase of all advertising time/space. Selection of Responders for Contract will be based on services offered, as well as the cost value of those services.

The contractor/s will be compensated based on an agreed upon schedule of payments, including pre-approved out-of-pocket expenses, evaluation expenses and staffing expenses up to maximum of 15% for existing projects. Additional staffing cost for any new initiatives must be pre-approved and in accordance with Commonwealth of Massachusetts rules and regulations, and approved work performed by subcontractors. Invoices will be paid following receipt and approval of a progress report and appropriate supporting documentation. The Department reserves the right to alter payment schedules for responses received from qualified contractors.

**(7) Contract and Performance Specifications:**

**(I)** The Contractor shall be required to:

- A.** Develop and execute a plan to enhance the buy local effort in one of the identified regions (western, central, northeastern and southeastern) of Massachusetts.
- B.** Identify an Advisory Committee that the contractor will work with to develop and execute this campaign.
- C.** Coordinate the contributions of potential partners and work with them to best utilize combined resources.
- D.** Execute an evaluation of regional “Buy Local” campaign participants that measures the tangible (sales, etc.) impacts and the intangible (community response) impacts.
- E.** Obtain and oversee any and all sub-contractor/s needed to execute the campaign, and obtain prior approval from the Department before hiring said sub-contractor/s.
- F.** Provide the Department with progress reports and invoices that detail the campaign’s progress.

**(II)** All work shall be performed to the recognized standards of similarly compensated professionals in

this field, and according to the specifications outlined in the Standard Contract. Each Contractor will be required to execute the Standard Contract and all necessary attachments.

**(III)** Qualified responders must show the ability to meet deliverable requirements on or before June 30, 2007. It is expected that the ability to successfully complete awarded contracts according to the schedule as prescribed by the RFR and the contractor's accepted response will become a prerequisite for participation in any future Department funding program.

**(8) Instructions for Submission of Responses:** Responses must include:

**(I)** A written proposal detailing scope of work showing contract and performance specifications as described above in section 7.

**(II)** A complete detailed budget (required) outlining proposed breakdown of money to be spent on administrative (staff) costs and project delivery costs (including advertising rates) that will be incurred by both the Contractor and any subcontractor/s. Additional consideration will be given for matching funds (may include in-kind services).

**(III)** A timeline of anticipated activities.

**(IV)** A description of the Responders involvement in the Project and the resources it brings to it.

**(V)** Resume/s of each person who will be working on the Project. One person must be designated as the project manager. Please include any other documentation that demonstrates that staff members are qualified and experienced.

**(VI)** References that can substantiate the organization's prior experience must be submitted.

**(VII)** Documentation that the organization is financially sound and that a plan exists into which this Project will fit without undue strain on the organization, staff, resources or expertise.

**(VIII)** Six copies of the Response must be submitted. Responses should not exceed twelve pages excluding the budget page.

**(IX)** The Department reserves its right to not fund, to reduce funding, and/or to rescind funding in any case in which deadlines are not met, tasks are not completed, reports are not submitted on time, or the management of the project appears to be non-performing in any way. The Department may take legal action in the case of mismanagement or in any case where state funds are possibly being mishandled.

**(X)** Any questions concerning this RFR must be addressed by August 30, 2006 to Mary Jordan by fax: (617) 626-1850 or email: [mary.Jordan@state.ma.us](mailto:mary.Jordan@state.ma.us)

**(9) Deadline For Responses:** Responses must be sent to the Department of Agricultural Resources, 251 Causeway Street, Boston, MA 02114-2151; attention: Mary Jordan. Responses will be accepted until noon on Friday, September 8, 2006. Responses that are sent by fax or electronically will NOT be accepted

**(10) RFR Attachments:** Sample of Standard Contract, Commonwealth Terms & Conditions, Signature Verification Form, Mandatory Submission Form and other forms are located on the Comm-PASS forms System and information page (<http://www.comm-pass.com/comm-pass/forms.html>); and available from the Department of Agricultural Resources.

**(11) Notice To Responders:** Please refer to the attached Required RFR Specifications for additional information.

## **REQUIRED RFR SPECIFICATIONS**

### **REQUIRED RFR PROVISIONS**

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR must be given. No electronic responses may be submitted in response to this RFR.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A bidder requesting accommodation must submit a written statement that describes the bidder's disability and the requested accommodation to the contact person for the RFR. The Project Management Team (PMT) reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10 and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s) that demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced will be found either as a separate .PDF file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its

subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the Department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a

business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. *Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:*

E08 - Telecommunication Services, Voice  
EE8 - Telecommunication Services, Data  
E09 - Software purchases  
H03 - IT consulting & Maintenance  
J08 - IT Cabling/installation & maintenance  
K01 - IT equipment purchases  
L01 - IT TELP  
L21 - IT Rental or Lease  
L41 - IT Technical Support

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract Scope of Work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.